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By Email & Overnight Courier
Mary L. Cottrell, Secretary
Department of Telecommunications and Energy
Commonwealth of Massachusetts
One South Station
Boston, MA 02110

Re: ***D.T.E. 98-57-Phase IV***

Dear Secretary Cottrell:

Pursuant to the December 27, 2001 Procedural Notice from Hearing Officer Reyes, WorldCom, Inc. hereby submits its comments in partial opposition to the Joint Petition for Approval of Settlement Agreement (the "Proposed Settlement Agreement") filed by Verizon, Sprint and Covad.

As an initial matter, WorldCom notes that in one critical respect the Proposed Settlement Agreement is a vast improvement over Verizon's originally filed tariff. The "penalty incentive program" described in the Proposed Settlement Agreement, although imperfect, is far more reasonable than the draconian penalty scheme first proposed by Verizon. Although WorldCom still maintains that a usage-based rate structure, in which CLECs pay for only the power they actually *use* (thus obviating the need for programs to curb power overdraws) should be the Department's and the parties' ultimate goal, WorldCom does not at this time oppose the penalty incentive program outlined in the Proposed Settlement Agreement.

Unfortunately, however, the Proposed Settlement Agreement continues to suffer from an administratively burdensome set of requirements to which WorldCom remains opposed, namely the "scheduled" and "nonscheduled" attestations. Section 2.3.5.F of the proposed tariff (Exhibit 1 to the Settlement Agreement) dictates that each year "the CLEC must submit a written statement signed by a responsible officer of the company which attests that it is not exceeding the total load of power as ordered on the collocation application." This requirement cannot be justified. As the tariff itself acknowledges, Verizon already has on file all CLEC collocation applications, which list precisely what the DC power requirements are for each collocation arrangement, including "the total load of power" ordered.[1] Requiring CLECs to annually restate what is already in Verizon's files is a meaningless chore that causes CLECs to generate useless paperwork. Moreover, failing to engage in this empty exercise carries the punishment of Verizon increasing its DC power rate for each of the offending CLEC's collocation arrangements from a load amp basis to the total number of fused amps. See draft tariff at Section 2.3.5.F. Thus, performing the required task provides Verizon with no new information; failure to perform the required task enriches Verizon unfairly.

If a Verizon audit reveals that a CLEC is exceeding the "applicable buffer zone" and is overdrawing power, Section 2.3.5.E.3.g of the draft tariff requires the CLEC to "submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements." Again, there is no useful purpose to be served by this requirement.
Failure to submit a timely non-scheduled attestation acts as a triggering mechanism that permits Verizon to apply a "miscellaneous collocation power service charge" for any subsequent DC power inspections Verizon performs prior to the receipt of the next scheduled attestation. Id. Again, filing the attestation provides Verizon with no new information; failure to perform the required task permits Verizon to apply a charge it otherwise would not impose.

Striking these provisions does not in any way harm Verizon – it simply means that Verizon will not receive redundant confirmation of what is already in its files. To the extent Verizon views the attestations as a prompt for CLECs to update their applications (e.g., by seeking augments for additional power), it is unnecessary and certainly does not justify the burden it places on CLECs. For those CLECs who have been found by virtue of Verizon audits *not* to be overdrawing power, there should not be an assumption (as is implicitly the case with the attestation process) that other, non-audited collocation arrangements may be in violation. For CLECs who *have* been found to exceed the applicable buffer zone at a collocation arrangement, the accompanying penalties in Section 2.3.5.E.4 – which increase with additional violations – are more than a reasonable incentive for them to take the steps necessary to stop power overdraws. By comparison, the attestation process provides no incentive to refrain from overdrawing power. Indeed, the only incentive to comply with the attestations is to avoid the penalties for not complying with the attestations. Thus, the attestation process not only places a wholly unnecessary burden on CLECs, its sole function appears to be to generate revenues for Verizon in the event CLECs do not comply with it.

For all the foregoing reasons, WorldCom renews its request that all references relating to "attestations" be stricken from the tariff.

In addition, WorldCom suggests that the language in Section 2.3.5.E.6 regarding augments that are late "due to the fault of" Verizon be modified. There may be many factors that cause

[1] A copy of Section IV of Verizon's Collocation Application, retrieved from Verizon's website (see http://128.11.40.241/east/wholesale/html/word/colloap.doc) is enclosed. Section IV, entitled "DC Power Requirements" requires CLECs to indicate number of feeds, drain/load per feed, and fuse per feed.

delays that Verizon would argue are not its "fault." Rather than become involved in parsing out which events may or may not fall within the definition of Verizon's "fault," the tariff should be changed to make clear that if a requested augment is late, and the CLEC is not responsible for the lateness (i.e., Verizon's inability to timely provide the power augment is not "the fault" of the CLEC) then the otherwise applicable penalty will not be imposed.

Very truly yours,

Christopher J. McDonald

Enclosure

cc: Service List (*by email* (*w/o enc.*) *& U.S. Mail* (*w/enc.*))